

Lancaster
County

DON R. THOMAS - COUNTY ENGINEER

Engineering

DEPUTY- LARRY V. WORRELL
COUNTY SURVEYOR

Department

NOTICE TO BIDDERS

Lancaster County intends to solicit proposals for **Project No. 07-31; Repair Bridge Rail at County Bridge No. E-108**, and invites you to submit a proposal for:

**LANCASTER COUNTY PROJECT NO. 07-31
REPAIR BRIDGE RAIL AT COUNTY BRIDGE NO. E-108**

Copies of the proposal, specifications, plans and related bid documents are enclosed in this transmittal for your convenience.

Sealed proposals will be received by the County of Lancaster, Nebraska, on or before 4:30 p.m., Thursday, **February 1, 2007**, in the office of the Purchasing Agent, Suite 200, "K" Street Complex located at 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be evaluated by the Engineering Department staff. Once the successful bidder has been determined, that firm will be notified by U.S. mail.

Bidders are advised that no bid bond or performance bond will be required. Bidders will be required to sign the Contract Agreement furnished as part of the documents. An Insurance Certificate is not required until the work is awarded.

Bidders should take caution if U.S. postal or delivery service is used for submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division prior to the time and date specified.

Opn: 02/01/07

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of bids.
- 5.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and available on the City of Lincoln/Lancaster County website at lincoln.ne.gov Keyword: Bid.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent or designee and on the City-County website.
- 6.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder **MUST** attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder **MUST** supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.

- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 - 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the bidder.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska revised Statute 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

19. EXECUTION OF CONTRACT

- 19.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☒ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. County will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the County within 10 days (unless otherwise noted).
 - 3. The County will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, and submit the Agreement to the County Board of Commissioners for approval and signature.
 - 4. Upon approval and signature from the County Board of Commissioners, the County will return one copy to the Contractor.

LANCASTER COUNTY, NEBRASKA

REQUEST FOR PROPOSALS

REPAIR BRIDGE RAIL AT COUNTY BRIDGE NO. E-108

PROJECT NO. 07-31

TABLE OF CONTENTS

NOTICE TO BIDDERS

MAP

PROPOSAL

CONTRACTOR WORK RESUME FORM

SPECIFICATIONS

SPECIAL PROVISIONS

PLANS

CONTRACT AGREEMENT

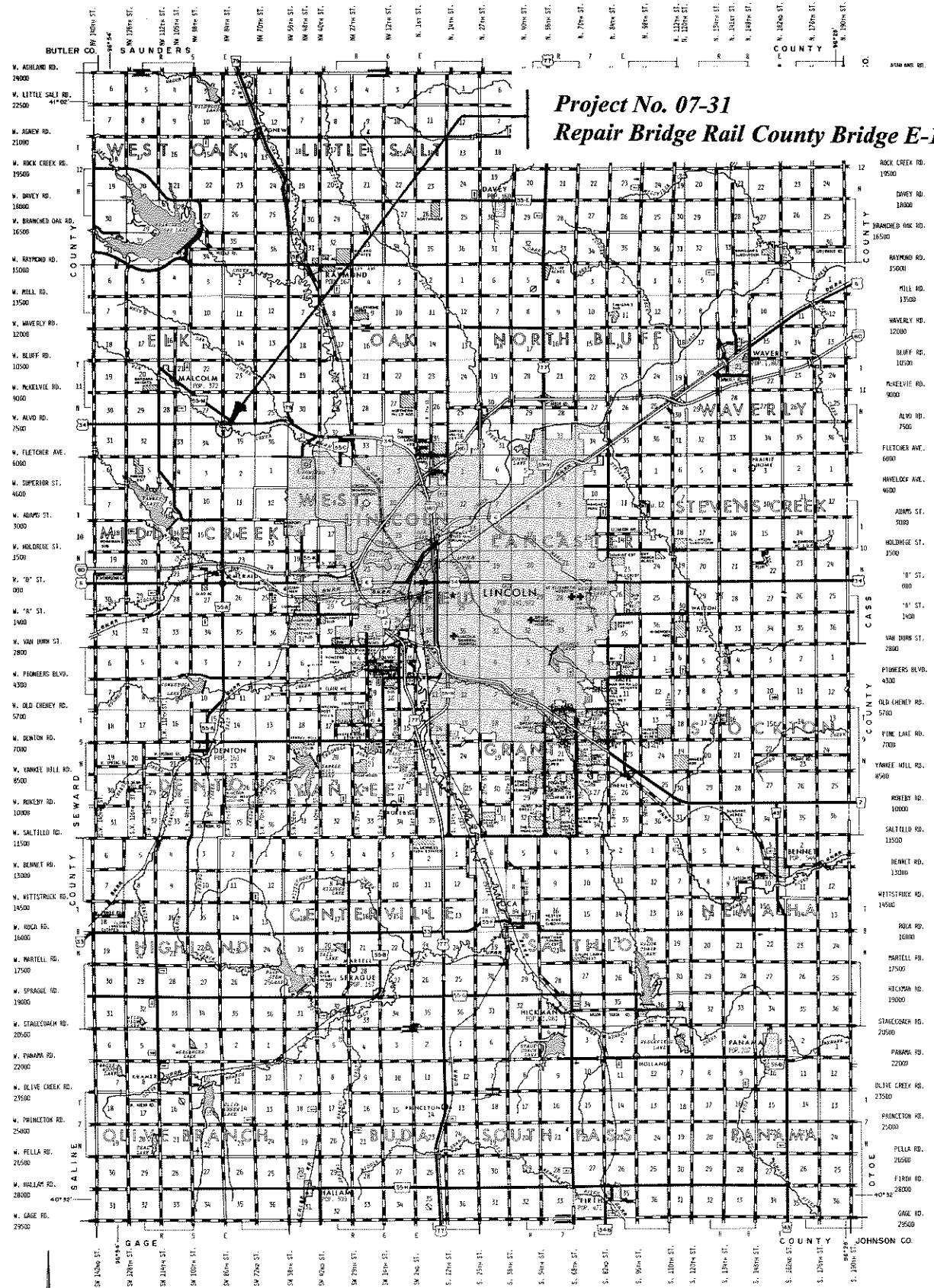
PURCHASING AGENT APPOINTMENT AND EXEMPT SALES CERTIFICATE

TAX ASSESSMENT FORM

INSURANCE CERTIFICATE

LANCASTER COUNTY

Project No. 07-31; Repair Bridge Rail County Bridge No.E-108



Project No. 07-31
Repair Bridge Rail County Bridge E-108

LEGEND

TRANSPORTATION	MISCELLANEOUS FEATURES	CEMETERY
INTERSTATE HIGHWAY	INCORPORATED VILLAGE OR CITY	CHURCH WITH CEMETERY ADJACENT
STATE HIGHWAY	UNINCORPORATED VILLAGE	
PAVED COUNTY ROAD	SHADYWOOD	
GRAVEL ROAD	COUNTY BOUNDARY	
DIRT ROAD	TOWNSHIP LINE	
MINIMUM MAINTENANCE ROAD	SECTION LINE	
HIGHWAY BRIDGE, ANY TYPE	BUILDINGS	
DAM ABOVE ROAD	STATE CAPITOL	
DAM WITH ROAD ON TOP	HOSPITAL	
ROAD MAINTAINED BY ADJOINING COUNTY	SCHOOL	
	CHURCH	

SOURCE: LANCASTER COUNTY RECORDS
STATE WIDE HIGHWAY PLANNING
SURVEY, 1974 GENERAL COUNTY
HIGHWAY MAP AND LATE DATE
USGS QUADRAANGLE MAPS

MAP PREPARED AT PUBLIC EXPENSE BY
LANCASTER COUNTY ENGINEERING DEPARTMENT
LINCOLN, NEBRASKA
NOT INTENDED FOR COMMERCIAL PURPOSES

SCALE 0 1 2 3 4 MILES
0 1 2 3 4 KILOMETERS

REV. DATE: 3-4-82

LANCASTER COUNTY ENGINEERING DEPARTMENT
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 07-31

REPAIR BRIDGE RAIL AT COUNTY BRIDGE NO. E-108

PROPOSAL

TO LANCASTER COUNTY, NEBRASKA:

Pursuant to the Request for proposals, the undersigned bidder herewith submits his proposal for performing all the required work on the schedules hereto included.

The undersigned proposes to furnish all necessary equipment, tools, machinery, apparatus, and other means of construction; to do all work and to furnish all materials and labor necessary to complete the work in accordance with the Plans and Specifications now on file in the office of the Lancaster County Engineer; to commence said work on or before **February 12, 2007** and to complete said work on or before **April 13, 2007**. Requests for earlier starting dates are subject to the approval of the County Engineer.

The Contractor shall be furnished a PURCHASING AGENT APPOINTMENT and a copy of EXEMPT SALES CERTIFICATION FORM for use in claiming exemption from the sales/use tax levied by the Nebraska Revenue Act of 1967, as amended, for tangible personal property incorporated into this project, and such exemption is in fact reflected in the indicated unit prices for materials.

All bidders shall complete the *Contractor Work Resume* forms provided herein and file it with their bid.

The unit prices specified herein shall prevail when evaluating the proposals to determine the successful bidder. Should an error be discovered in the estimated quantities during the advertisement period, every effort will be made to issue an addendum correcting the discrepancy. If, in the opinion of the County Engineer an addendum cannot be issued prior to the filing of the proposals, the County reserves the right to evaluate the proposals based on the known quantities at the time the proposals are opened.

It is the intent of the Plans and these Specifications to receive proposals and award a contract for all of the construction work shown on the Plans. All work awarded will be to one and only one Contractor.

The following schedule and prices are to be used as my total bid and to determine the unit prices for any work, more or less than, called for by the Plans and Specifications and for partial estimates:

Item No.	Item	Estimated Quantity	Unit	Price/Unit	Total Cost
1.	Prepare Existing Structure No. E-108	1	LumpSum		
2.	Tri-Beam Bridge Rail	41.5	Lin.Ft.		
3.	Tri-Beam Buffered End Section	2	Each		
4.	Barricades, Type II	78	BarrDay		
5.	Barricades, Type III	91	BarrDay		
6.	Construction Signs	130	SignDay		
7.	Mobilization	1	LumpSum		
TOTAL FOR PROJECT 07-31					

The Contractor shall be furnished a PURCHASING AGENT APPOINTMENT and a copy of EXEMPT SALES CERTIFICATE form for use in claiming exemption from the sales use tax levied by the Nebraska Revenue Act of 1967, as amended, for tangible personal property incorporated into this project, and such exemption fact is reflected in the indicated unit prices for materials.

DATED this ____ day of _____, 20____

Firm Name
By: Name and Title
Address
City State Zip

CONTRACTOR WORK RESUME FORM

FOR

LANCASTER COUNTY, NEBRASKA

PROJECT NO. 07-31

REPAIR BRIDGE RAIL AT COUNTY BRIDGE E-108

The following is a list of projects recently completed by _____ which are thought to be
(Firm Name)
similar in nature to the work required in the aforementioned project:

1.

Owner	Project Name and/or Number	
Street Address	Contract Amount	Completion Date
City	State	Zip
()		
Name Owner's Representative	Phone	

Brief Description of Work

2.

Owner	Project Name and/or Number	
Street Address	Contract Amount	Completion Date
City	State	Zip
()		
Name Owner's Representative	Phone	

Brief Description of Work

CONTRACTOR WORK RESUME FORM
Page 2

3.

Owner

Street Address

City

State

Zip

()

Name Owner's Representative

Phone

Project Name and/or Number

Contract Amount

Completion Date

Brief Description of Work

4.

Owner

Street Address

City

State

Zip

()

Name Owner's Representative

Phone

Project Name and/or Number

Contract Amount

Completion Date

Brief Description of Work

**SPECIFICATIONS FOR PROJECT NO. 07-31
REPAIR BRIDGE RAIL AT COUNTY BRIDGE NO. E-108**

This project shall be subject to and performed in accordance with all applicable provisions of the *1997 English Edition of the Standard Specifications for Highway Construction* of the State of Nebraska, the Supplemental Specifications (dated July 12, 2001) and the Special Provisions, with the following revisions and amendments:

Section 101, Article 101.0316 **Commission.** Shall mean the Board of County Commissioners of Lancaster County, Nebraska.

Section 101, Article 101.0327 **Department.** Shall mean the Lancaster County Engineering Department.

Section 101, Article 101.0334 **Engineer.** Shall mean the Lancaster County Engineer.

Section 101, Article 101.0379 **State.** Shall mean Lancaster County, Nebraska.

Section 102, Article 102.14. Reference to the Department of Roads in the first sentence shall be amended to read "to the County Treasurer of Lancaster County, Nebraska".

Section 103, Article 103.01. The word "engineer" in the first sentence shall be amended to read "Board of County Commissioners of Lancaster County, Nebraska".

Section 103, Articles 103.03. These articles are void and do not apply to this Contract.
103.04. (See *Instructions to Bidders.*)
103.05.

INSURANCE - All bidders shall take special note of the *Contractors Comprehensive General Liability* and *Workmen's Compensation and Employer Liability Insurance* requirements of the Contract documents. The Contractor will also be required to provide *Builder's Risk Insurance* if the project involves the construction of a building.

The successful bidder must provide proof of insurance in accordance with the Contract documents within fourteen (14) calendar days after acceptance of the bid.

SPECIAL PROVISIONS PROJECT NO. 07-31; REPAIR BRIDGE RAIL AT COUNTY BRIDGE NO. E-108

METHOD OF COMPLETION

The Contractor WILL NOT be allowed to close NW 84th Street to traffic.

All barricades, construction signs and non-standard signs required by either a barricade plan or a detour plan will be properly erected prior to commencing work.

The Contractor may complete the work on this contract any time during the period specified in the proposal. However, once construction has begun, the Contractor will complete all work under the contract within 10 working days.

The Contractor may, upon giving the proper written notice begin work on the contract. Once work has begun at the site, the work will be pursued vigorously to completion. The Contractor will maintain an adequately sized work force supported by the necessary equipment every working day until all work is completed.

The Contractor will be required to give the Project Engineer forty-eight (48) hours notice prior to commencing work at the site.

PREPARE EXISTING STRUCTURE NO. E-108

The work covered in this section of the Special Provisions will include furnishing all labor, material, equipment, transportation, supplies, tools, supervision, and other incidentals necessary to prepare the existing structure for the repair work shown on the plans. Specifically the work will include the removal of the existing east bridge rail, all rail posts, cutting and grinding of all rail post anchor bolts and protruding reinforcing steel, which will interfere with the installation of the new bridge rail.

This item of work will not be measured for payment. The Contractor will receive the lump sum specified in the proposal for the item "Prepare Existing Structure No. E-108". This will be considered full and complete compensation for furnishing all of the services to perform the work described herein.

TRI-BEAM BRIDGE RAIL

The work covered by this section of the Special Provisions will include furnishing all labor, material, equipment, transportation, supplies, tools, supervision, shop fabrication, and other incidentals necessary to replace the east bridge rail of County Bridge No. E-108 in the manner shown on the plans and described herein. Specifically the work includes:

- 1) Furnishing, fabrication and installing galvanized Tri-Beam Guardrail Elements as shown on the plans.
- 2) Furnishing, fabricating, and installing unpainted grade 36 W6x8.5[#] pre-drilled bridge rail posts complete with pre-drilled mounting plate as shown on the plans.
- 3) Furnishing ¾" x 9" deformed anchor bolts as shown on the plans.
- 4) All drilling and anchor bolt installation in the existing concrete curb and concrete post pedestals. This also includes furnishing an approved epoxy grout to anchor all bolts as shown on the plans.
- 5) The work will also include all miscellaneous nuts, bolts, and other fasteners necessary to complete the work shown on the plans.

Any shop or field fabrication damage to galvanized finishes will be repaired by the Contractor at no cost using a "Zinc-Rich" primer.

The Contractor is advised that the "old" plans furnished in the plans are NOT As-Built drawings, they are furnished for informational purposes only. The contractor will be required to field check and verify all relevant dimensions prior to ordering, or fabricating bridge rail and post elements.

SPECIAL PROVISIONS PROJECT NO. 07-31; REPAIR BRIDGE RAIL AT COUNTY BRIDGE NO. E-108

Page Two

The work covered in this section of the Special Provisions will be measured for payment by the lineal foot of Tri-Beam rail acceptably installed. The Contractor will receive the payment specified in the proposal for the item "Tri-Beam Bridge Rail" for each lineal foot of bridge rail completed. This will be considered full and complete compensation for the work described herein.

TRI-BEAM BUFFERED END SECTION

The work covered by this section of the Special Provisions will include furnishing all labor, material, equipment, transportation, supplies, tools, supervision, fabrication, and other incidentals necessary to furnish and install the bridge rail end treatments shown on the plans.

All end sections furnished will be galvanized, and be standard commercially available products approved for use by the State of Nebraska Department of Roads. Any shop or field fabrication which damages the galvanized finish will be repaired by the Contractor at no cost using a "Zinc-Rich" primer.

This work will not be measured for payment. The Contractor will receive the payment specified in the proposal for each of the "Tri-Beam End Sections" furnished and installed. This will be considered full and complete compensation for furnishing all of the services to perform the work described herein.

PLANS AND SPECIFICATIONS

Section 111 of the Standard Specifications is void and replaced by the following:

- 1) The Department will place review copies of the plans and specifications on file at the office of the Lancaster County Engineer and the office of the Lancaster County Purchasing Agent.
- 2) Prospective bidders may purchase plans and specifications from the Lancaster County Engineering Department for the fee given in the call for bids. The fee shall accompany each request for plans and specifications. Checks shall be made payable to the Lancaster County Engineer.
- 3) Upon award of the contract, the Contractor may request up to 5 (five) additional sets of plans and specifications at no charge.
- 4) Additional plans may be purchased by payment of the current reproduction fee.

SALES TAX EXEMPT STATUS

The Contractor is hereby advised that this project is sales tax exempt. The Contractor will be issued a Purchasing Agent Appointment and Sales Tax Exempt Certificate for the work on this project.

RETAINED EARNINGS

Section 109.07, 3(b) of the Standard Specifications will be amended to read as follows:

The department shall retain 3 percent, up to a maximum of \$50,000.00 of the estimated amounts earned. The department reserves the right to retain additional amount for material deficiencies, anticipated liquidated damages, unpaid borrow, and for other reasons to protect the departments interests.

PROVISIONS FOR TRAFFIC

In those instances were permitted, the Contractor may close the road to all traffic except local traffic. The Contractor will at all times, to the extent practicable, provide facilities for continuous uninterrupted egress and ingress to and from the nearest intersecting public roads or streets for local traffic which has its origin or destination within the limits of the project.

USE OF EASEMENT AND RIGHT-OF-ENTRY DURING THE WORK

The Contractor shall have the right to enter the property shown on the plans to accomplish the work in this Contract. It is the intent of this specification to limit the Contractor's use of the existing and new right-of-way, temporary and permanent easements, or right-of-entry areas to those portions actually required to perform the work under this Contract as directed by the Project Engineer. The Contractor will not be permitted to disturb those areas which are not directly related to work required under the Contract. The Project Engineer will have the sole authority to determine what portions of the property may be disturbed.

BARRICADES

All barricades and sign supports furnished under this specification will be compliant with the National Cooperative Highway Research Program (NCHRP) Report #350 (Test Level -3)

The barricades will be provided by the Contractor in accordance with the Barricade Plan for each site as indicated in the plans for the project or as directed by the Project Engineer. All barricades furnished shall be Type II or Type III and will be equipped with Type "A" flashing lights. All barricades required by the Barricade Plan or the Detour Plan will be properly erected prior to any work beginning at the construction site. Maintenance of and payment for barricades will be in accordance with *Subsection 937.09* of the *Standard Specifications*.

Once work on the project site(s) has been completed, the Project Engineer will direct the Contractor to pick up and remove the barricades, construction signs and the appurtenances thereto. The Contractor or his subcontractor will perform the removal work within five (5) calendar days. If in the event the removal is not done within the time period specified, Lancaster County forces will remove and store, at the nearest maintenance facility, the items described above. A fee of \$50.00/hour for each hour will be charged for the removal expense incurred by County forces. The expense will be reduced from any payments due the Contractor.

CONSTRUCTION SIGNS

All construction signs furnished under this specification will be compliant with the National Cooperative Highway Research Program (NCHRP) Report #350 Test Level - 3).

The construction signs will be provided by the Contractor in accordance with the "Barricade Plan," the "Detour Plan," or as directed by the Project Engineer. Each construction site will be barricaded; however, not all sites will have a designated detour route or a detour plan.

The work will include furnishing each sign regardless of size or message. All signs furnished shall be reflectorized with a material that has a smooth, sealed outer surface which will display approximately the same size, shape, and color both day and night.

All signs furnished for use in work areas or on detour routes designated for the project shall meet all applicable standards and specifications prescribed in Parts II and V and Part VI of the latest edition of the *Manual On Uniform Traffic Control Devices* (M.U.T.C.D.). See the "Detour Plans" attached to *Special Provisions*.

It is the intent of this specification that the construction signs specified herein be fastened to the Type III barricades or 4" x 4" wooden posts of adequate length as shown on the plans or called for in the *Special Provisions*. If in the opinion of the Project Engineer this method of erection proves unsatisfactory, the Contractor will be required to provide the necessary sign supports and fasteners at no additional cost. All construction signs and non-standard signs required by the barricade plan or the detour plan will be erected prior to any work beginning at the construction site.

Payment for construction signs will be measured by the number of calendar days each sign remains in use on the project regardless of the size, type, mounting method, or message appearing on the sign. The unit for this work shall be known as a "Sign Day".

SPECIAL PROVISIONS PROJECT NO. 07-31; REPAIR BRIDGE RAIL AT COUNTY BRIDGE NO. E-108

Page Four

This price shall be full and complete compensation for furnishing all labor, material, equipment, and other incidentals necessary to provide, erect, maintain, repair, and remove construction signs.

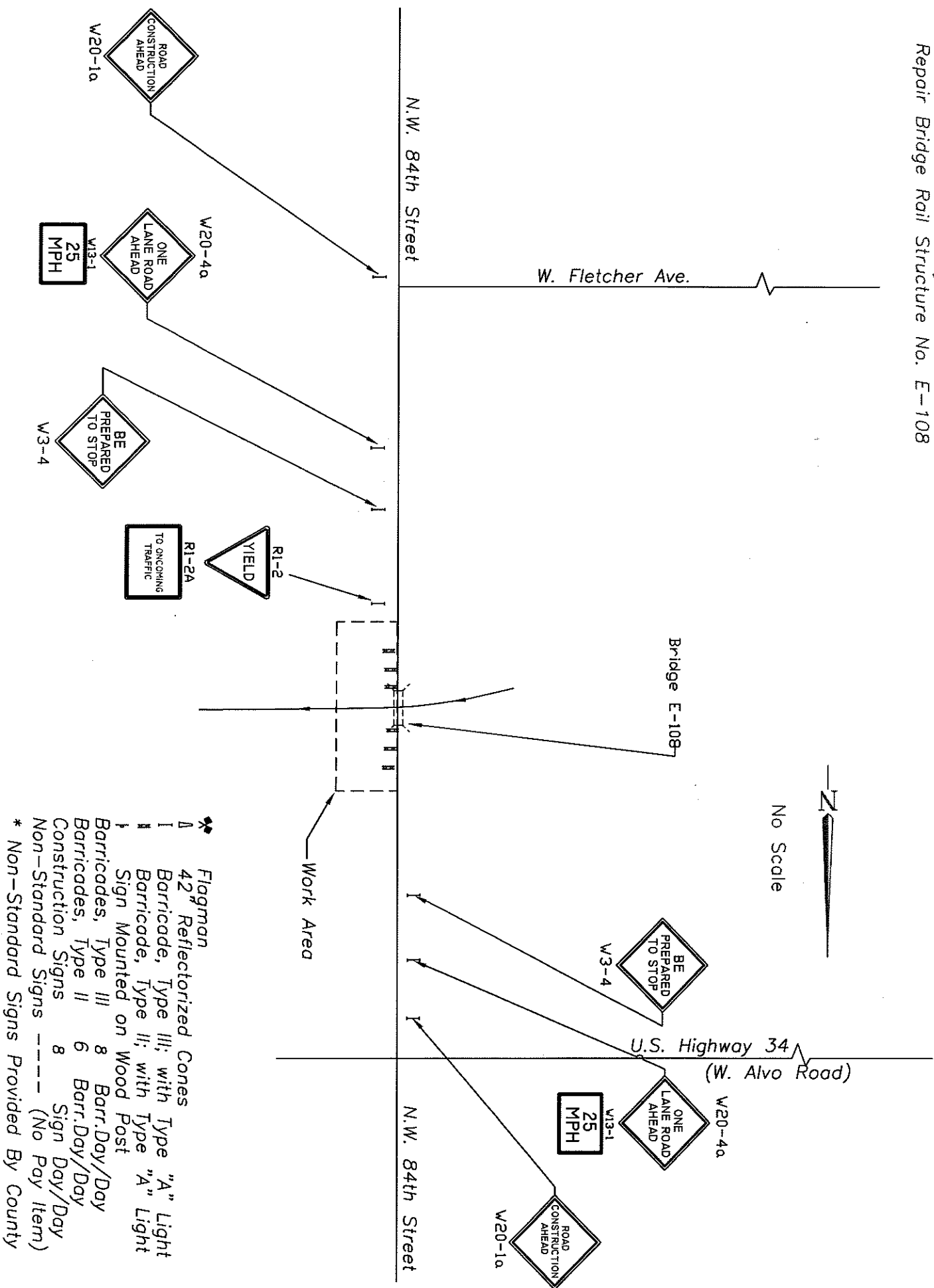
The County will supply non-standard signs to be attached to the Type II or Type III barricades by the Contractor to aid in the control of traffic during the work. The Contractor shall remove and return the signs to the County upon completion of the work. The installation, maintenance, and removal of non-standard signs will not be paid for directly but will be subsidiary to the items for which direct payment is made.

CONSTRUCTION SITE CONTROL

To the extent permitted by law, the County relinquishes control of the construction site to the Contractor and its Subcontractors during the period of construction. The construction, placement of barricades, and posting of warning signs in the area of construction will be the responsibility of the Contractor. This shall include the placement of construction equipment and any obstacles which are created as a result of the construction project. The placement of barricades and warning signs shall be in compliance with the Manual on Uniform Control Devices and the 1997 English Edition of the Standard Specifications of Highway Construction and Supplemental Specifications dated July 12, 2001, of the State of Nebraska. The placement of such barricades and signs shall be reviewed by the County Engineer's Office prior to commencement of the project to ensure compliance. To the extent permitted by law, the Contractor expressly accepts control of the construction site, such control shall include, but not be limited to, barricades, signs, road crossing, construction equipment and any obstacles created during construction of the project.

***** BARRICADE PLAN FOLLOWS - ONE (1) REQUIRED *****

Barricade Plan For Project No. 07-31
Repair Bridge Rail Structure No. E-108



**LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____, 2007, by and between _____, hereinafter called "the Contractor", and Lancaster County, Nebraska, a political subdivision of the State of Nebraska, hereinafter called "the County."

WHEREAS, the County has prepared a Request for Proposals, Specifications, and other Contract Documents for the purpose of securing at least three informal bids, in accordance with Neb. Rev. Stat. § 23-3108(1)(b), for the Work herein described as follows:

Project No. _____; and

WHEREAS, the Contractor, in response to said Request for Proposal, has submitted to the County, in the manner and at the time specified, a Proposal in accordance with the terms of said Request for Proposal; and

WHEREAS, the County has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal.
2. The County agrees to pay to the Contractor for the performance of the work embraced in this Contract Agreement and the Contractor agrees to accept as full compensation therefor, the following sums for all work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County in the sum of:

\$ _____ (Dollars and Cents)

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. To the extent permitted by law, the County relinquishes control of the construction site to the Contractor and its subcontractors during the period of construction. The design, construction, placement of barricades, and posting of warning signs in the area of construction will be the responsibility of the Contractor. This shall include the placement of construction equipment and any obstacles which are created as a result of the construction project. The placement of barricades and warning signs shall be in compliance with the Manual on Uniform Control Devices and the 1997 English Edition of the Standard Specifications of Highway Construction and the Supplemental Specifications dated July 12, 2001, of the State of Nebraska. To the extent permitted by law, the Contractor expressly accepts control of the construction site, such control shall include, but not be limited to, barricades, signs, road crossings, warning signs, construction equipment and any obstacles created during construction of the project.

5. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
6. The Work included in this Contract shall begin **upon notice to proceed by the County**. The work shall be completed **on or before** _____.
7. The Contract Agreement includes this Agreement and the following supplemental Contract Documents, attached hereto and incorporated by this reference:
1. The Notice to Bidders
 2. The Instructions to Bidders
 3. The Map
 4. The Proposal for Work
 5. The Contractor Work Resume Form
 6. The Specifications
 7. The Special Provisions
 8. Barricade Plan
 9. Contract Agreement
 10. Purchasing Agent Appointment and Exempt Sales Certificate
 11. Tax Assessment Form
 12. Insurance Provisions for all County Contracts
 13. Insurance Certificate
 14. Plans

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the County do hereby execute this Contract.

EXECUTION BY THE LANCASTER COUNTY, NEBRASKA

ATTEST:

County Clerk

LANCASTER COUNTY

Chair, Lancaster County Board of
Commissioners

SAMPLE
CONTRACT

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

ATTEST:

Secretary (SEAL)

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

CONTRACT AGREEMENT

RE: PURCHASING AGENT APPOINTMENT AND EXEMPT SALES CERTIFICATE

The Contractor performing work for the County of Lancaster, Nebraska, will be issued a Purchasing Agent Appointment and Exempt Sales Certificate signed by the Purchasing Agent of the County. It is to be used by the Contractor and his subcontractors when purchasing tangible personal property to be actually incorporated into the contract work including materials incidental but necessary to the performance of the contract, provided that such materials are actually incorporated into the contract work. It does not apply to either (1) the purchase of materials to be used but not incorporated into the contract work including but not limited to form lumber, scaffold, etc.; or (2) the purchase or rental of machinery, equipment, or tools owned or leased by the Contractor or his subcontractors and used in performing the contract work.

Purchase qualifying as aforesaid shall be considered as being made by the County. The County shall be obligated to the vendor for the purchase price; but the Contractor or subcontractor, as the case may be, shall handle all payments therefore on behalf of the County. The vendor shall agree to make demand or claim for payment of the purchase price from the County by submitting an invoice to the Contractor or subcontractor. Title to all materials and supplies so qualifying shall vest in the County directly from the vendor; and regardless of the method of payment, title shall vest in the County as otherwise provided in the contract with the County. The Contractor or subcontractor shall not acquire title to any material incorporated into the project. All invoices shall bear the Contractor's or subcontractor's name as agent for the County.

The Contractor may reproduce copies of this Contract Agreement and of the original of the aforesaid Appointment and Certificate to furnish to his suppliers on each invoice or order. The Contractor shall enter the supplier's (the vendor's) name and address, the date, the invoice or order number, a description of the items, and the amount in the spaces provided and shall sign the certificate on the line provided for the "Purchaser's Agent."

The Contractor shall provide each subcontractor with a copy of this Contract Agreement; and of said Appointment and Certificate, the Contractor shall add the subcontractor's name and address in the places provided therefore. Each subcontractor is hereby given the authority to reproduce copies of the copy of said Appointment and Certificate thus provided him by the Contractor and to furnish the same to his (the subcontractor's) suppliers on each invoice or order, and the subcontractor shall complete and sign the same for his purchases in like manner as above set forth for the Contractor.

Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

**FORM
17**

PURCHASING AGENT APPOINTMENT

Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name			Name		
Street or Other Mailing Address			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code
Name and Location of Project			Appointment Information		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)		
Identify Project					

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor delegates subcontractors as its agent to purchase and pay for materials that will be annexed to real estate by them into the tax exempt construction project stated above.

**sign
here**

Authorized Signature of Governmental Unit or Exempt Organization

Title

Date

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY

Name and Address of Subcontractor			Delegation Information		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Identify Project		

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

**sign
here**

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

WHO MUST FILE. Any governmental unit or organization exempt from sales and use taxes may appoint as its agent a prime contractor to purchase materials that will be annexed to property that belongs to or will belong to the governmental entity or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor **BEFORE** his or her portion of the construction project begins. The exempt organization or governmental unit must identify the project (e.g., east wing, chapel construction, or new school auditorium).

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental entity or exempt organization directly or through its contractor pays for the materials. Governmental entities or exempt

organizations cannot transfer their exempt status to a contractor or developer who is required to purchase and pay for the materials that are used in the construction of the improvements.

WHEN TO FILE. A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** his or her portion of the construction project begins. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

WHERE TO FILE. The canary copy will be retained by the governmental unit or exempt organization, and the white copy will be retained by the prime contractor. Copies of this form must be reproduced by the prime contractor for delegation purposes.

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY. The prime contractor may delegate his or her authority to act as the purchasing agent of the governmental unit or exempt organization to a subcontractor. The prime contractor must complete his or her copy of Form 17 for each subcontractor who is delegated authority to act as a purchasing agent. Reproductions of this delegation must be provided to the subcontractor, who must retain a copy for his or her records, and to the governmental unit or exempt organization.

EXEMPT SALE CERTIFICATE. A contractor who has been appointed purchasing agent by a governmental unit or exempt organization, and hires a subcontractor operating under option 1, must provide to that subcontractor a completed copy of Form 17 and a completed Nebraska Resale or Exempt Sale Certificate, Form 13, Section B. The subcontractor will retain these forms in his or her records, and will not charge the contractor sales tax on any portion of the invoice involving the annexation of materials to real estate pursuant to exempt construction project. If these forms are not provided to the subcontractor operating under option 1, the subcontractor must collect and remit sales tax on the materials portion of the invoice.

Contractors operating under option 2 who maintain a tax-paid inventory with no sales tax charged on customer invoices and have been issued a Form 17 from a governmental unit or an exempt organization must furnish each vendor a copy of Form 17 and a completed Form 13 when purchasing materials that will be annexed to real estate. Forms 17 and 13 must be retained with the vendor's records for audit purposes. A contractor or subcontractor may reproduce copies of these documents which will be furnished to the vendors for each invoice or order made by them.

All purchases of materials that will be annexed to real estate must be billed to the governmental unit or exempt organization in care of the prime contractor as purchasing agent, or its other authorized subcontractor, who will pay vendors for such purchases excluding sales and use tax.

PENALTY. Any person who signs this document with the intent to evade payment of tax is liable for the sales and use tax, interest, and penalty; and may be found guilty of a misdemeanor.

APPOINTMENT INFORMATION. Enter the dates the purchasing agent appointment will become effective and when it will expire. This appointment will not allow any purchases without payment of the tax by the prime contractor or subcontractor before the appointment date or after the expiration date. Exempt organizations must enter their Nebraska Sales and Use Tax Exemption number.

CREDIT/REFUND OF SALES AND USE TAX. A contractor or subcontractor who has been appointed as a purchasing agent before any materials are annexed may withdraw sales or use tax paid materials from inventory that will be annexed to real estate or used to repair property annexed to real estate and receive credit for the sales or use tax amount previously paid on those materials.

The contractor or subcontractor may take a credit either against his or her own consumer's use tax liability, or file a Claim for Overpayment of Sales and Use Tax, Form 7, and receive a refund of the sales and use tax paid on those materials.

DELEGATION INFORMATION. Enter the dates the delegation of the subcontractor will become effective, when it will expire, and the portion of the project delegated. This delegation will not allow any purchases without payment of the tax by the subcontractor before the delegation date or after the expiration date. Reproductions of the delegation must be provided to the subcontractor who must retain a copy in his or her records, and to the governmental unit or exempt organization.

AUTHORIZED SIGNATURE. The Purchasing Agent appointment must be signed by an officer of the exempt organization or proper government official. The Delegation of Prime Contractor's Authority must be signed by the owner, partner, corporate officer, or other individual authorized to sign by a power of attorney on file with the Nebraska Department of Revenue.



Nebraska Resale or Exempt Sale Certificate

FORM
13

for Sales Tax Exemption
• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name			Name		
Street or Other Mailing Address			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code
Check Type of Certificate <input type="checkbox"/> Single Purchase <input type="checkbox"/> Blanket			If blanket is checked, this certificate is valid for three (3) years from date of issuance.		

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

- Check One ☐ Purchase for Resale (Complete Section A) ☐ Contractor (Complete Section C)
☐ Exempt Purchase (Complete Section B)

SECTION A — Nebraska Resale Certificate

Description of Item(s) Purchased

Our purchase of _____ is a purchase for resale, rental or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor

Description of Product Sold, Leased, or Rented

and hold Nebraska Sales Tax Permit Number 01- _____

or Foreign State Sales Tax Number _____

SECTION B — Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category _____ (Insert appropriate category as described on reverse of this form.)

If exemption category 2 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

If exemption categories 3 through 5 are claimed, enter the Nebraska Exemption Certificate number. 05 - _____

SECTION C — Contractors

☐ I certify that we are engaged in business as a contractor operating under OPTION 1, and that we will collect and remit sales tax on the materials portion of our customer's invoice. Our Nebraska Sales Tax Permit Number is: _____

OR

☐ I certify that we are engaged in business as a contractor operating under OPTION 3, and that we will remit consumer's use tax on the materials withdrawn from our inventory that will be annexed into real estate. Our Nebraska Sales or Consumer's Use Tax Identification number is: _____

Any purchaser, or the agent thereof, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Sections 77-2701 through 77-27,135 of the Nebraska Revenue Act, as amended, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100.00 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, said penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Title

Date

NOTE: Sellers must keep this certificate as part of their records. Do not send to the Nebraska Department of Revenue.
Incomplete certificates cannot be accepted in good faith.

INSTRUCTIONS

WHO MAY FILE A RESALE CERTIFICATE. A Nebraska Resale Certificate, Form 13, Section A is to be filed by persons or organizations making purchases of property in the normal course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

Use Form 13AG for purchases of agricultural machinery and equipment. Use Form 13E for purchases of energy sources which qualify for exemption.

WHO MAY FILE AN EXEMPT SALE CERTIFICATE.

Form 13, Section B must be filed by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated Categories of Exemption. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

WHERE TO FILE. The Form 13 is given to the seller at the time of the purchase of the property or when sales tax is due. The certificate must be retained with the seller's records for audit purposes.

For exemption category 6, the seller must sign and give the certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes.

CONTRACTORS. A Form 13 must be filed by contractors operating under Option 1 or 3. Contractors operating under Option 1 or 3 must indicate their sales or consumer's use tax identification number in the space provided in Section C. Contractors operating under Option 2, or 3 should refer to information guides titled "Nebraska Taxation of Contractors Option 1," "Nebraska Taxation of Contractors Option 2," or "Nebraska Taxation of Contractors Option 3."

WHEN NO NUMBER IS REQUIRED. Section A does not require an identification number when the purchaser has indicated that they are engaged in business as a wholesaler or manufacturer. Section B does not require an identification number when exemption category 1 or 2 is marked.

GOOD FAITH - PROPERLY COMPLETED CERTIFICATE.

A purchaser must properly complete a certificate before it can be accepted in good faith by a retailer (seller). An incomplete or improperly completed certificate shall constitute evidence of a lack of good faith. To properly complete the certificate, purchasers must include: (1) identification of both the purchaser and seller, (2) a statement as to whether the certificate is for a single purchase or is a blanket certificate for future sales, (3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, the penalty shall apply to each purchase made during the period the blanket certificate is in effect.

Any purchaser, or the agent thereof, who fraudulently signs a Form 13 with the intention to avoid payment of the tax may, in addition to the aforementioned penalty, be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION. Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B on the face of this form. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B. If category 6 is the basis for exemption, the seller must sign this form.

CATEGORIES OF EXEMPTION

1. Purchase by the United States Government, its agencies, and wholly owned subsidiary corporations; the state of Nebraska, and any county, township, city, or village within the borders of Nebraska, except purchases for use in the business of furnishing gas, water, electricity, or heat; a state owned and operated college or university; an irrigation or reclamation district or the irrigation division of a public power and irrigation district; a natural resource district; a fire protection district; the State Board of Agriculture; the Nebraska Investment Finance Authority; the Research and Development Authority; the Small Business Development Authority, and licensees of the State Racing Commission.
Governmental units of other states, sanitary improvement districts, housing authorities, urban renewal authorities, rural water districts, railroad transportation safety districts, airport authorities or municipal airport corporations, and county historical or agricultural societies are **not** exempt from Nebraska sales tax, and may not issue a Nebraska Exempt Sale Certificate, Form 13, Section B, for any purchases which they make.
2. Purchase when the intended use renders it exempt as set out in paragraph 012.02D of Nebraska Sales and Use Tax Regulation 1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13.
Refer to Revenue Rulings 1-99-4 and 1-99-5 for information regarding the exemption for mobility enhancing equipment for use in a private residence or on a motor vehicle.
3. Purchase by an organization created exclusively for religious purposes; a nonprofit organization providing services exclusively to the blind; a public or private primary or secondary educational institution licensed under Nebraska statutes; a private college or university licensed under Nebraska statutes; a hospital, skilled nursing facility, or intermediate care facility which is licensed under sections 71-2017 to 71-2029 of the Nebraska statutes and organized not for profit; a nonprofit organization providing services primarily for home health care purposes; health clinic, when owned or controlled by two or more hospitals and operated for the purpose of reducing the cost of health services, or which receives funds under either the Urban or Rural Health Initiative Program of the United States Public Health Service; a child caring agency licensed for 24-hour daily care, supervision, custody, or control of children and established under sections 71-1901 to 71-1904; or a licensed child placement agency.
4. Purchase of a common or contract carrier vehicle and/or repair and replacement parts for such vehicle.
5. Purchase of materials to be incorporated into a construction project pursuant to an attached purchasing agent appointment. No exemption number is required for projects with governmental units identified in Regulation 1-093.
6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item.

Tax Assessment Form

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, _____, do hereby certify that all equipment to be used on County Project No. _____, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in _____ County, _____.

DATED this _____ day of _____, 200_____.

By: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On _____, 200____, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came _____, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public

My Commission Expires

(SEAL)

INSURANCE CLAUSE TO BE USED FOR ALL COUNTY CONTRACTS

Contractor shall not commence work under this contract until Contractor has obtained all insurance required under this section, and such insurance has been approved by the Lancaster County Attorney's Office; nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:
Coverage A - Coverage will include Statutory requirements
Coverage B - Employers Liability
 \$100,000 Each Person
 \$100,000 Each Person by Disease
 \$500,000 Policy Limit - Disease

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting the Contractor and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence
\$1,000,000 Personal Injury
\$2,000,000 Products/Completed Operations
\$2,000,000 General Aggregate

2. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
3. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
4. Coverage shall also include Products/Completed Operations.
5. Lancaster County shall be named as Additional insured (CG2010 or equivalent).
6. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance *(For Building Construction Contracts Only)*

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.

E. Minimum Scope of Insurance

Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.

F. Certificate of Insurance

Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

ACORD® CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>
	COMPANIES AFFORDING COVERAGE
	COMPANY A
INSURED	COMPANY B
	COMPANY C
	COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTORS PROT				<table style="width:100%;"> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td style="text-align: right;">\$</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td style="text-align: right;">\$</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td></tr> </table>	GENERAL AGGREGATE	\$	PRODUCTS-COMP/OP AGG	\$	PERSONAL & ADV INJURY	\$	EACH OCCURRENCE	\$	FIRE DAMAGE (Any one fire)	\$	MED EXP (Any one person)	\$
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PERSONAL & ADV INJURY	\$																
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MED EXP (Any one person)	\$																
B A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<table style="width:100%;"> <tr><td>COMBINED SINGLE LIMIT</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE	\$				
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PROPERTY DAMAGE	\$																
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table style="width:100%;"> <tr><td>AUTO ONLY - EA ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>OTHER THAN AUTO ONLY:</td><td></td></tr> <tr><td> EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td> AGGREGATE</td><td style="text-align: right;">\$</td></tr> </table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY:		EACH ACCIDENT	\$	AGGREGATE	\$				
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AGGREGATE	\$																
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				<table style="width:100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$						
EACH OCCURRENCE	\$																
AGGREGATE	\$																
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A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<table style="width:100%;"> <tr><td>STATUTORY LIMITS</td><td></td></tr> <tr><td>EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> <tr><td>DISEASE - EACH EMPLOYEE</td><td style="text-align: right;">\$</td></tr> </table>	STATUTORY LIMITS		EACH ACCIDENT	\$	DISEASE - POLICY LIMIT	\$	DISEASE - EACH EMPLOYEE	\$				
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EACH ACCIDENT	\$																
DISEASE - POLICY LIMIT	\$																
DISEASE - EACH EMPLOYEE	\$																
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Project # 07-31 With regard to this Project and work performed by _____, Lancaster County Nebraska is included as an additional insured.

CERTIFICATE HOLDER	CANCELLATION
	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL ___ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.</p>
	<p>AUTHORIZED REPRESENTATIVE</p>